

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301 IT Facility Operation and Maintenance
FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D307 Automated Information Systems Design and Integration Services
FPDS Code D308 Programming Services
FPDS Code D310 IT Backup and Security Services



Eagle Ray, Inc.
14425 Penrose Place Chantilly, VA 20151-1734
703-961-9637
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Contract Number: GS-35F-261AA
Period Covered by Contract: March 18, 2013-Mar 17, 2018
General Services Administration
Federal Acquisition Service

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

N/A

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Eagle Ray, Inc.
14425 Penrose Place, Suite 110
Chantilly, VA 20151-1734

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

703-961-9637

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

- Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: **111471350**
Block 30: Type of Contractor: **B. Other Small Business**
Block 31: Woman-Owned Small Business – **Yes**
Block 37: Contractor's Taxpayer Identification Number (TIN): **04-3611087**
Block 40: Veteran Owned Small Business (VOSB): **No**
4a. CAGE Code: **3FGA6**
4b. Contractor **has** registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

- a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

132 51

45 Days

Expedited Delivery: 30 DARO

- b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

- c. i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
- a. Prompt Payment: **0% net 30** days from receipt of invoice or date of acceptance, whichever is later.
 - b. Quantity- **None**
 - c. Dollar Volume- **None**
 - d. Other Special Discounts (i.e. Government Education Discounts, etc.)- **None**

8. **TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

10. **Small Requirements:** The minimum dollar of orders to be issued is **\$100**.

11. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

- a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-51 - Information Technology Professional Services

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDs), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated

funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a

product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

N/A

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT)

Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes **X**

No _____

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.eaglerayinc.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)
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*****NOTE:** *All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.*

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data - General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

Eagle Ray, Inc. SubSIN Descriptions

Facility Management (D301)

Eagle Ray provides an IT support team that is not only technically savvy with an in-depth knowledge of system components relative to the installation of networks, computers, telecommunications devices, and audio/video equipment, but these individuals also have a concrete understanding of commercial construction methods, wall framing, and structural engineering. Our team realizes the critical need to comprehend facility infrastructures and has proven experience coordinating, configuring, and installing equipment per specification as well as in accordance with security regulations, policy, Standard Operating Procedures (SOPs) and designated guidelines.

Systems Development Services (D302)

Eagle Ray's team of systems and test engineers has demonstrated experience evaluating IT environments and functional requirements to determine effective design and recommend technological approaches. Our team has a solid understanding of the Software Development Lifecycle (SDLC) and provides a thorough comprehension of application business rules and processes. In addition, Eagle Ray's team has experience in designing, documenting, testing and deploying mission-critical applications.

Systems Analysis Services (D306)

Eagle Ray provides personnel with demonstrated experience evaluating IT environments and providing performance monitoring, application management, and analytical trend analysis. The team provides systems analysis support, identifies and defines risks and issues, and analyzes system platforms. Our engineers ensure hardware and software compatibility, and revise systems and procedures in order to correct deficiencies. In addition, our team has experience collaborating with business stakeholders, clients, and project managers.

Automated Information Systems Services (D307)

Eagle Ray provides personnel with extensive experience working with a range of hardware and software components in order to build systems to meet specific information-handling requirements. In its evaluation and assessment process, team members analyze technical alternatives and have a systematic approach to determining cost-effective and efficient strategies/solutions. Additionally, these individuals have solid communications skills and are able to adequately prepare results and make viable recommendations.

Programming Services (D308)

Eagle Ray provides personnel who are analytical problem solvers with the ability to validate requirements for, design, debug, unit test, and document software. Our engineers have in-depth technical knowledge and insight along with experience using automated testing tools and methodologies. This team has a concrete understanding of the Software Development Lifecycle (SDLC) and provides an in-depth comprehension of application business rules and processes.

Backup and Security Services (D310)

Eagle Ray provides personnel with extensive experience with application, operating system and network security and firewalls, as well as security policy, procedures and regulatory requirements. In addition, our engineers, analysts and certifiers are analytical and innovative thinkers with

experience implementing and maintaining network security plans, performing vulnerability and security assessments, working quickly (as applicable) to resolve mission-critical issues, troubleshooting and diagnosing errors, and providing clear communications within a team dynamic.

GSA Labor Categories

Eagle Ray, Inc. Labor Category Descriptions

Configuration Manager 1

Functional Responsibilities: Provides Configuration Management support; definition, development and maintenance of CM documentation and related artifacts and audits. Responsibilities include definition of configurable items (CIs), maintenance of CM library or registry, track, log and communication of release activity information. Configuration Manager 1 will have periodic interaction with the customer.

Minimum Education: Bachelor's degree or equivalent experience/training

Minimum Experience: 2 years experience.

SubSin: D302

Configuration Manager 2

Functional Responsibilities: Provides Configuration Management support; definition, development and maintenance of CM documentation and related artifacts and audits. Responsibilities include definition of configurable items (CIs), maintenance of CM library or registry, track, log and communication of release activity information. The Configuration Manager 2 will interact with the customer often and may have supervisory responsibilities for Configuration Manager 1 team members.

Minimum Education: Bachelor's degree or equivalent experience/training

Minimum Experience: 5 years experience

SubSin: D302

Configuration Manager 3

Functional Responsibilities: Provides Configuration Management support; definition, development and maintenance of CM documentation and related artifacts and audits. Responsibilities include definition of configurable items (CIs), maintenance of CM library or registry, track, log and communication of release activity information. The Configuration Manager 3 will serve as a primary interface/escalation point to the customer and may have team lead responsibilities for CM 1 and CM 2 team members.

Minimum Education: Bachelor's degree or equivalent experience/training

Minimum Experience: 7 years experience

SubSin: D302

Cyber Security Analyst 1

Functional Responsibilities: Supports development of technical solutions for solving moderately complex network, platform, and system security problems based on federal and industry information security policy, doctrine, and regulations. Responsibilities include secure system engineering and development, including system/security requirements analysis, secure system definition, and specification and development of information security policies and procedures.

Minimum Education: Bachelor's degree or equivalent experience/training

Minimum Experience: 2 years experience
SubSin: D310

Enterprise Architect 1

Functional Responsibilities: Manages fact finding, analysis development and maintenance of enterprise-wide Business, Data, Applications and Technology architectures. Responsibilities include the discovery and documentation of operational scenarios, creating, validating, refining, and expanding architectural models, continuously monitoring models and updating them as necessary to show changes, additions, and alterations and evaluating proposed technical solutions for alignment with established policy and architectural “fit.” The Enterprise Architecture 1 will interact with the customer often.

Minimum Education: Bachelor's degree or equivalent experience/training

Minimum Experience: 2 years experience.

SubSin: D306, D307

Enterprise Architect 2

Functional Responsibilities: Manages fact finding, analysis development and maintenance of enterprise-wide Business, Data, Applications and Technology architectures. Responsibilities include the discovery and documentation of operational scenarios, creating, validating, refining, and expanding architectural models, continuously monitoring models and updating them as necessary to show changes, additions, and alterations and evaluating proposed technical solutions for alignment with established policy and architectural “fit.” The Enterprise Architecture 2 will interact with the customer often and may have supervisory responsibilities for Enterprise Architecture 1 team members.

Minimum Education: Bachelor's degree or equivalent experience/training

Minimum Experience: 5 yrs experience

SubSin: D306, D307

Enterprise Architect 3

Functional Responsibilities: Manages fact finding, analysis development and maintenance of enterprise-wide Business, Data, Applications and Technology architectures. Responsibilities include the discovery and documentation of operational scenarios, creating, validating, refining, and expanding architectural models, continuously monitoring models and updating them as necessary to show changes, additions, and alterations and evaluating proposed technical solutions for alignment with established policy and architectural “fit.” The Enterprise Architecture 3 will serve as a primary interface/escalation point to the customer and may have team lead responsibilities for EA 1 and EA 2 team members.

Minimum Education: Bachelor's degree or equivalent experience/training

Minimum Experience: 7 yrs experience.

SubSin: D306, D307

IT Acquisition Analyst 1

Functional Responsibilities: Performs activities that support the organization's technological development and direction. Responsibilities include defining, designing, developing, constructing and supporting applications, systems and services; determining system specifications for operational requirements, analyzing technology trends and making recommendations, providing technical analysis of alternatives to support decision-making. The IT Acquisition Analyst 1 will interact with the customer often.

Minimum Education: Bachelor's degree or equivalent experience.

Minimum Experience: 2 years experience.

SubSin: D307

IT Analyst 1

Functional Responsibilities: Performs activities that support the organization's technological development and direction. Responsibilities include defining, designing, developing, constructing and supporting applications, systems and services; determining system specifications for operational requirements, analyzing technology trends and making recommendations, providing technical analysis of alternatives to support decision-making. The IT Analyst 1 will interact with the customer often.

Minimum Education: Bachelor's degree or equivalent experience

Minimum Experience: 2 years experience

SubSin: D301, D302, D306, D307

IT Analyst 2

Functional Responsibilities: Performs activities that support the organization's technological development and direction. Responsibilities include defining, designing, developing, constructing and supporting applications, systems and services; determining system specifications for operational requirements, analyzing technology trends and making recommendations, providing technical analysis of alternatives to support decision-making. The IT Analyst 2 will interact with the customer often and may have supervisory responsibilities for IT Analyst 1 team members.

Minimum Education: Bachelor's degree or equivalent experience

Minimum Experience: 5 years experience.

SubSin: D301, D302, D306, D307

IT Executive Consultant 2

Functional Responsibilities: Leads team on large, complex projects. Responsibilities include providing input for organizational structure and re-organization and associated change management actions that need to be taken and assistance to senior government managers on organizational philosophy, mission, vision and overall management advice. The IT Executive Consultant 2 will interact with the customer on a continual basis and will usually serve in an individual contributor capacity.

Minimum Education: Master's degree or advanced training in management consulting or equivalent training

Minimum Experience: 10 years experience
SubSin: D301, D302, D306, D307

IT Executive Consultant 3

Functional Responsibilities: Leads team on large, complex projects. Responsibilities include providing input for organizational structure and re-organization and associated change management actions that need to be taken and assistance to senior government managers on organizational philosophy, mission, vision and overall management advice. The IT Executive Consultant 3 will interact with the customer on a continual basis and is typically the most senior member of the management team.

Minimum Education: Master's degree or advanced training in management consulting or equivalent training

Minimum Experience: 15 years experience.

SubSin: D301, D302, D306, D307

IT SME 3

Functional Responsibilities: Solves complex problems for computer systems and operational and electronic interfaces to achieve desired results through the use of innovative technologies. Responsibilities include applying advanced engineering and design methods, theories and research techniques in the investigation and solution of complex and advanced system requirements, hardware/software interfaces and applications and solutions.

Minimum Education: Master's degree or advanced specialized technical training or equivalent training

Minimum Experience: 10 years experience.

SubSin: D301, D302, D306, D307

IT Strategy Consultant 2

Functional Responsibilities: Supports team on large complex projects. Responsibilities include anticipating future customer, industry and business trends; challenges the validity of given procedures and processes with a view toward enhancements or improvement and creating innovative solutions to problems involving technology, methodology, tools and solution components. The IT Strategy Consultant 2 will interact with the customer on a continual basis and will usually serve in an individual contributor capacity.

Minimum Education: Master's degree or advanced specialized technical training or equivalent training

Minimum Experience: 7 years experience

SubSin: D301, D302, D306, D307

IT Strategy Consultant 3

Functional Responsibilities: Leads team on large complex projects. Responsibilities include anticipating future customer, industry and business trends; challenges the validity of given procedures and processes with a view toward enhancements or improvement and creating

innovative solutions to problems involving technology, methodology, tools and solution components. The IT Strategy Consultant 3 will interact with the customer on a continual basis and may serve in an individual contributor capacity or could have team lead responsibilities for other IT Strategy Consultant team members.

Minimum Education: Master's degree or advanced specialized technical training or equivalent training

Minimum Experience: 10 years experience

SubSin: D301, D302, D306, D307

Process Engineer 1

Functional Responsibilities: Provides Process Engineering and Program Management support; definition, development and maintenance of Process Flow Documentation and related process artifacts and process audits. The Process Engineer 1 will interact with the customer often.

Minimum Education: Bachelors degree or equivalent training/experience

Minimum Experience: 2 years experience

SubSin: D301, D302, D306, D307

Process Engineer 2

Functional Responsibilities: Provides Process Engineering and Program Management support; definition, development and maintenance of Process Flow Documentation and related process artifacts and process audits. The Process Engineer 2 will interact with the customer often and may have supervisory responsibilities for Process Engineer 1 team members.

Minimum Education: Bachelor's degree or equivalent training/experience

Minimum Experience: 5 years experience

SubSin: D301, D302, D306, D307

Process Engineer 3

Functional Responsibilities: Provides Process Engineering and Program Management support; definition, development and maintenance of Process Flow Documentation and related process artifacts and process audits. The Process Engineer 3 will serve as a primary interface/escalation point to the customer and may have team lead responsibilities for Process Engineer 1 and Process Engineer 2 team members.

Minimum Education: Bachelor's degree or equivalent training/experience

Minimum Experience: 7 years experience

SubSin: D301, D302, D306, D307

Process Engineer 4

Functional Responsibilities: Provides Process Engineering and Program Management support. Responsibilities include definition, development and maintenance of Process Flow Documentation and related process artifacts and process audits. The Process Engineer 4 will be a primary interface with the customer and could act in an individual contributor capacity or may have team lead responsibilities.

Minimum Education: Bachelor's degree or equivalent training/experience

Minimum Experience: 9 years experience

SubSin: D301, D302, D306, D307

Project Control Analyst 3

Functional Responsibilities: Participates in planning, tracking, analysis, and reporting of IT program financial management activities. Responsibilities include establishing and maintaining cost and schedule baselines; developing and maintaining Estimates at Completion (EACs) for IT projects; providing data and reporting formats for all types and levels of program reviews; preparing written and verbal reports to management to identify cost and schedule variances and assisting in preparation of budgets; reviews budget proposals; prepares documentation for justification. The Project Control Analyst 3 will serve as a primary interface/escalation point to the customer and may have team lead responsibilities for PCA 1 and PCA 2 team members.

Minimum Education: Bachelor's degree or equivalent experience

Minimum Experience: 7 years experience

SubSin: D307

Project Manager 1

Functional Responsibilities: Provides general support for the Project. Responsibilities include managing collaboration tool content; maintaining Program Calendar and Conference/Events Schedule; tracking travel and deployment status; and enforcing travel approval and reporting requirements

Minimum Education: Bachelor's degree or equivalent work experience

Minimum Experience: 0-2 years experience

SubSin: D306, D307

Project Manager 2

Functional Responsibilities: Provides technical supervision and guidance for project personnel. Responsible for all aspects of project performance to include technical, contractual and administrative, including managing and supervising personnel involved in all activities associated with projects with moderate level of complexity, organizing and assigning responsibilities to subordinates and overseeing the successful completion of all tasks.

Minimum Education: Bachelor's degree or equivalent experience.

Minimum Experience: 5 years project management experience

SubSin: D306, D307

Project Manager 3

Functional Responsibilities: Provides technical supervision and guidance for project personnel. Responsible for all aspects of project performance to include technical, contractual and administrative, including managing and supervising personnel involved in all activities associated with projects with high level of complexity, organizing and assigning responsibilities to subordinates and overseeing the successful completion of all tasks.

Minimum Education: Bachelor's degree or equivalent experience

Minimum Experience: 7 years project management experience

SubSin: D306, D307

Quality Assurance Manager 2

Functional Responsibilities: Maintains the level of quality throughout the software, service or system life cycle. Responsibilities include establishing and maintaining a process for evaluating software, service or system quality, determining the resources required for IT quality control, developing quality assurance plans; conducting formal and informal reviews at predetermined points throughout the development life cycle and reporting findings to project staff, management of the organization, and the customer, as appropriate. The Quality Manager 2 will interact with the customer often and may have supervisory responsibilities for Quality Manager 1 team members.

Minimum Education: Bachelor's degree or equivalent training

Minimum Experience: 5 years quality assurance or systems configuration experience

SubSin: D301, D302, D306, D307, D310

Systems Architect 2

Functional Responsibilities: Executes efforts in the translation of a system, subsystem, program, project, or activity concept into a preliminary and detailed design, performing risk identification, analysis, and mitigation, and then integrating the various components to produce a working prototype or model of the system. Responsibilities include supervising systems design technical effort and performing computer-aided design, design studies and analyses, research and development, specification preparation, configuration management and document control, fabrication, assembly, and simulation and modeling.

Minimum Education: Bachelor's degree or equivalent experience/training

Minimum Experience: 5 years experience.

SubSin: D301, D306, D307, D310

Systems Engineer 1

Functional Responsibilities: Performs a variety of systems engineering tasks and activities independently. Responsibilities are broad in nature and are concerned with major systems design, integration, and implementation, including personnel, hardware, software, budgetary, and support facilities and/or equipment.

Minimum Education: Bachelor's degree or equivalent experience/training

Minimum Experience: 2 years experience

SubSin: D301, D302, D306, D307

Systems Engineer 3

Functional Responsibilities: Performs a variety of systems engineering tasks and activities independently. Responsibilities are broad in nature and are concerned with major systems design,

integration, and implementation, including personnel, hardware, software, budgetary, and support facilities and/or equipment. The Systems Engineer 3 will serve as a primary interface/escalation point to the customer and may have team lead responsibilities for Systems Engineer 1 team members.

Minimum Education: Bachelor's degree or equivalent experience/training.

Minimum Experience: 7 years experience

SubSin: D301, D302, D306, D307

Technical Lead 2

Functional Responsibilities: Manages activities of technical team to facilitate the delivery of information technology services. Responsibilities include ensuring schedules are met and computer system resources are used effectively; coordinating the resolution of production-related problems; providing users with computer output and supervising staff operations.

Minimum Education: Bachelor's degree or equivalent experience/training

Minimum Experience: 5 years experience

SubSin: D301, D302, D306, D307, D310

Technical Writer 2

Functional Responsibilities: Researches, writes and edits technical documentation. Responsibilities include preparing, reviewing, revising, certifying and controlling technical documents.

Minimum Education: Bachelor's degree or equivalent training and/ or experience

Minimum Experience: 5 years experience

SubSin: D301, D302, D306, D307, D310

Test Engineers 2

Functional Responsibilities: Provides testing expertise to support user requirements of complex to highly complex software/hardware applications. Responsibilities include analyzing user requirements, test design, and test tools selection; ensuring test design and documentation support for all applicable clients, agency, or industry standards, time lines, and budgets; conducting testing; ensuring testing conclusions and recommendations are fully supported by test results and project managers are fully informed of testing status and application deviations from documented user requirements.

Minimum Education: Bachelor's degree or equivalent experience/training

Minimum Experience: 5 years experience.

SubSin: D302

Test Engineers 3

Functional Responsibilities: Provides testing expertise to support user requirements of complex to highly complex software/hardware applications. Responsibilities include analyzing user requirements, test design, and test tools selection; ensuring test design and documentation support

all applicable clients, agency, or industry standards, time lines, and budgets; conducting testing; ensuring testing conclusions and recommendations are fully supported by test results and project managers are fully informed of testing status and application deviations from documented user requirements. The Tester 3 will serve as a primary interface/escalation point to the customer and may have team lead responsibilities for other Tester team members.

Minimum Education: Bachelor's degree or equivalent experience/training

Minimum Experience: 7 years experience

SubSin: D302

EagleRay Substitution Methodology

- **Bachelor's Acceptable Substitutes Includes:**
 - A.A. and 2 years additional work experience in the specified field in the delivery/task order.
 - No degree and 4 years additional work experience in the specified field in the delivery/task order.
- **Master's Acceptable Substitute Includes:**
 - Bachelor's Degree and 2 years additional work experience in the specified field in the delivery/task order.
 - A.A. and 4 years additional work experience in the specified field in the delivery/task order.
 - No Degree and 6 years additional work experience in the specified field in the delivery/task order.

Eagle Ray, Inc.
SIN 132 51 Pricing

Special Item Number	Labor Category	GSA Price
Government Site		
132 51	Configuration Manager 1	\$43.67
132 51	Configuration Manager 2	\$81.76
132 51	Configuration Manager 3	\$91.00
132 51	Cyber Security Analyst 1	\$59.22
132 51	Enterprise Architect 1	\$109.29
132 51	Enterprise Architect 2	\$133.53
132 51	Enterprise Architect 3	\$160.66
132 51	IT Acquisition Analyst 1	\$82.23
132 51	IT Analyst 1	\$91.56
132 51	IT Analyst 2	\$111.10
132 51	IT Executive Consultant 2	\$174.10
132 51	IT Executive Consultant 3	\$212.54
132 51	IT SME 3	\$131.20
132 51	IT Strategy Consultant 2	\$115.70
132 51	IT Strategy Consultant 3	\$181.09
132 51	Process Engineer 1	\$94.73
132 51	Process Engineer 2	\$109.46
132 51	Process Engineer 3	\$131.20
132 51	Process Engineer 4	\$141.81
132 51	Project Manager 1	\$91.00
132 51	Project Manager 2	\$111.59
132 51	Project Manager 3	\$140.04
132 51	Quality Assurance Manager 2	\$114.03
132 51	Systems Architect 2	\$135.88
132 51	Systems Engineer 1	\$84.37
132 51	Systems Engineer 3	\$133.69
132 51	Technical Lead 2	\$108.44
132 51	Technical Writer 3	\$78.85
132 51	Test Engineers 2	\$90.97
132 51	Test Engineers 3	\$111.70
Contractor Site		
132 51	IT Analyst 1	\$101.60
132 51	IT Executive Consultant 3	\$235.85
132 51	Project Control Analyst 3	\$118.82
132 51	Project Manager 3	\$147.02

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

(**Eagle Ray, Inc.**) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Cheryl Cartwright, Phone: (703) 961-9637, E-mail: ccartwright@eagleravinc.com, Fax: (703) 961-9639.**

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (**Eagle Ray, Inc.**) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity Date

Contractor Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.